



The Dragonfly Foundation

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2018 RIDE FOR DRAGONFLY

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of my minor child (the “**Minor**”) being permitted to participate in the Ride for Dragonfly organized by THE DRAGONFLY FOUNDATION (the “**Event**”) and their respective officers, directors, employees, volunteers, sponsors, and/or agents (hereinafter, the “**Released Parties**”) I agree as follows:

1. I know the nature of the **Event** and the **Minor’s** experience and capabilities, and believe the Minor to be qualified to participate, in the **EVENT** or enter into restricted areas where the **EVENT** is conducted. IF I OR THE **MINOR** BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE **MINOR** TO IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE **EVENT** AND/OR LEAVE THE RESTRICTED AREA.

2. I FULLY UNDERSTAND and will instruct the **MINOR** that: (a) THE ACTIVITIES OF THE **EVENT** MAY BE DANGEROUS and participation in the **EVENT** and/or entry into Restricted Areas may involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“**RISKS**”); (b) these Risks and dangers may be caused by the **MINOR’S** own actions or inactions, the actions or inactions of others participating in the **EVENT**, the rules of the **EVENT**, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE “**RELEASED PARTIES**” in performing their duties: (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE **MINOR’S** FUTURE.

3. I consent to the **MINOR’S** participation in the **EVENT** and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “**RELEASED PARTIES**” IN PERFORMING THEIR DUTIES.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the “**RELEASED PARTIES**” and sponsors, advertisers, owners and lessors of the premises used to conduct the **EVENT**, FROM ALL LIABILITY TO ME, THE **MINOR**, my and the Minor’s personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “**RELEASED PARTIES**” in performing their duties.

5. If, despite, this **Release**, I, the **Minor** or anyone on the **Minor's** behalf makes a claim against any of the **"RELEASED PARTIES"** named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE **"RELEASED PARTIES"** and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE **"RELEASED PARTIES"** NAMED ABOVE, ASSERTING NEGLIGENCE ON THE PART OF THE **"RELEASED PARTIES"** in performing their duties6. I sign this agreement on my own behalf and on behalf of the **Minor**.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE **MINOR** WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE **"RELEASED PARTIES"** FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I understand that THE DRAGONFLY FOUNDATION is relying on the statements I have made herein in allowing me to participate in the Event and hereby certify that said statements are true and accurate.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

2018 RIDE FOR DRAGONFLY EVENT WAIVER

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

SIGNATURE OF PARENT/GUARDIAN

I HAVE READ THIS RELEASE

Parent or Guardian (Signature) (Circle One) Father/Mother/Guardian

Date. _____

I represent that I have sole legal custody or am the sole parent/guardian
(INITIAL)

I HAVE READ THIS RELEASE

Parent or Guardian (Signature) (Circle One) Father/Mother/Guardian

Date. _____

Notorized, Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20 _____ SEAL

Signature of Event Official or Notary Public Printed Name of Event Official or Notary Public

_____ County, State of _____ My Commission Expires: _____